



Commonwealth of Virginia  
Virginia Information Technologies Agency

**DELL DESKTOPS, LAPTOPS, WORKSTATIONS, SERVERS, AND SUPPORT SERVICES**

**Optional Use Contract**

Date: July 14, 2003

Contract #: **VA-010525-DELL**

Authorized User: Commonwealth of Virginia agencies and institutions of higher education,  
Political Bodies

Contractor: Dell Marketing L.P.  
One Dell Way  
Round Rock, TX 78682

FIN: 74-2616805

Contact Person: see attached

E-Mail Orders to: [andy\\_Woodard@dell.com](mailto:andy_Woodard@dell.com)

Fax orders to: 512-728-5893

Delivery: 21 Days ARO

FOB: Destination

Term: May 25, 2003 – August 24, 2003

Payment: Net 30 days

For AdVITAional Information, Please Contact:

Contract Compliance Information:  
Mrs. T. J. Hudson  
Contracts Administrator  
Phone: 804-371-5971  
E-Mail: [tj.hudson@vita.virginia.gov](mailto:tj.hudson@vita.virginia.gov)  
Fax: 804-371-5969

Technical Information:  
Mr. Joe Parr, CPPO, VCO  
Contract Officer  
Phone: 804-371-5991  
E-Mail: [joe.parr@vita.virginia.gov](mailto:joe.parr@vita.virginia.gov)  
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.oas.virginia.gov>

## CONTRACT #VA-010525-DELL EXTRACT CHANGE LOG

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## **CONTRACTOR POINTS OF CONTACT:**

Andy Woodard  
Contract Specialist  
Phone: 800-981-3355, Ext. 33203  
Fax: 512-728-5893  
Email: andy\_Woodard@dell.com

## **STATE AND LOCAL GOVERNMENT:**

Bruce Wine  
Account Executive  
Phone: 804-897-5372  
Email: Bruce\_Wine@dell.com

Tracy Shatto  
Sales Representative  
Phone: 800-416-3355, Ext. 67884  
Email: Tracy\_Shatto@dell.com

James Scott  
Sales Representative  
Phone: 800-416-3355, Ext. 65312  
Email: james\_scott@dell.com

## **K-12 EDUCATION:**

Scott Willet  
Account Executive  
Phone: 757-430-0565  
Email: scott\_willet@dell.com

Jason Warner  
Sales Representative  
Phone: 800-879-3300, Ext 62098  
Email: jason\_warner@dell.com

## **HIGHER EDUCATION:**

Phone: 800-274-7799, Ext. 68883  
Email: HiEd\_inquiry@dell.com  
Fax: 800-365-5329

## **PRODUCTS**

The following product lines are included in this contract:

**Desktops:** GX110 (which reaches its end of life in August, 2001, and is being replaced by the GX150), GX150, GX200, Optiplex GX270 (Small Mini-Tower – SMT chassis only), Optiplex GX240 (Small Desk Top Chassis – SD), Dell Optiplex GX150 (Small Desktop Chassis – SD) and GX400 with a minimum processor type and speed of Pentium III, 933 MHz, and a minimum of 128 MB (expandable) memory.

**Notebooks:** Latitude D600 and D800, with a minimum processor type and speed of Pentium III, 700 MHz with a minimum of 128 MB of memory.

**Workstations:** Precision 220, 330, 420 and 650, with a minimum processor type and speed of Pentium III, 933 MHz, with 256 MB of memory (expandable). The workstation must provide support for two Pentium III processors or one Pentium IV processor. The workstation must also support SCSI drives.

**Servers:** Power Edge 1650, 2600, 2650, 4600, 6500, and 6650, with a minimum processor type and speed of Pentium III, 700 MHz and support for up to 4GB of memory. The server must also support multiple processors, RAID, and SCSI drives.

**Mobile Computer Lab:** TrueMobile 1150, Wireless Access Point, various security carts, and a 4-wheel optical mouse.

### **Education Bundles:**

Productivity & Creativity, Academic Essentials Grades K-6, Academic Essentials Grades 7-12, Teacher Tools, Reference and Utilities

## **PRICING:**

The price of all Products under this Agreement is identified after the appropriate discount is applied to the Contractor's "Commonwealth of Virginia Price List" which is contained within the State and Local Government section of Dell's website at [www.dell.com](http://www.dell.com). The website shall list only items covered by the Contract which have been approved in writing by DIT in advance. The Contractor shall list, side-by side, the discounted prices for the Commonwealth, as well as the prices from the price list being referenced to calculate the discount. All necessary Contract information, including configurations, prices, and discounts shall be available through the Contractor's website.

The appropriate discount is as identified below:

Premium class Desktops:	10%
Premium Class Notebooks:	10%
Premium Class Workstations:	10%
Premium Class Servers:	10%
Mobile Computer Lab:	10%
Educational Bundles:	10%

## **EDUCATION BUNDLES**

### **Productivity & Creativity    Order sku#412-2739**

#### ***Type To Learn***

By Sunburst

This comprehensive keyboarding course teaches students to type while reinforcing spelling, grammar, composition, and punctuation skills.

#### ***Media Weaver***

By Sunburst

Students can create beautiful multimedia reports, newsletters, presentations, and more with this time-tested tool designed by educators.

#### ***Web Workshop***

By Sunburst

Anyone can create Web pages with Web Workshop. There is no need to learn any HTML or other programming language. Students and teachers can easily collaborate to create Web projects.

#### ***mPower***

By Tom Snyder Productions

mPOWER is the easy-to-use tool that allows you to create powerful multimedia presentations.

#### ***Stagecast Creator***

By Stagecast

This award-winning point-and-click programming tool lets people of all ages write cool games, interactive stories, engaging lessons and other simulations.

### **Academic Essentials Grades K-6    Order sku#412-2735**

#### ***I Love Math***

By DK Multimedia

I Love Math is a spectacular animated time-travel adventure. No other CD-ROM matches I Love Math's blend of solid, curriculum-orientated content and incentive-driven gameplay - all brought to life by zany characters and wacky situations!

#### ***I Love Science***

By DK Multimedia

I Love Science is a fully interactive science lab that teaches science in the most fun and effective manner possible: by letting young players discover the principles of science for themselves.

#### ***World of Words***

By Grolier Interactive

The program that develops vocabulary essential for the SAT's! World of Words helps students learn and remember vocabulary through categorization, association, and visualization.

#### ***Time Liner***

By Tom Snyder Productions

Create, illustrate, and print time lines with ease! With TimeLiner 4.0, you can quickly and easily organize events into a time line. Used by over 30,000 schools across America!

## **Academic Essentials Grades 7-12 Order sku#412-2738**

### ***Algebra Assistant***

By Mathexpert

MathXpert Algebra Assistant reinforces classroom instruction by allowing students to solve any Algebra I problem, including linear functions, polynomials, quadratic equations, and more.

### ***Pinball Science***

By DK Interactive

Build your own incredible pinball machines and learn the principles of science at the same time in this unique new educational game inspired by the multi award-winning 'The Way Things Work'.

### ***Kaplan SAT/ACT/PSAT 2001***

By Encore Software

Cover all the bases with this cutting-edge test preparation software. Complete the diagnostic and then start on a personalized regimen designed to address weaknesses and reinforce your knowledge base.

### ***Time Liner***

By Tom Snyder Productions

Create, illustrate, and print time lines with ease! With TimeLiner 4.0, you can quickly and easily organize events into a time line. Used by over 30,000 schools across America!

## **Teacher Tools Order sku#412-2745**

### ***Classroom Planner***

By Schepp-Tuner Productions

This program is pack full of content to help you with your everyday managerial responsibilities. From grades to lesson plans to IEP's and everything in between, Classroom Planner for Teachers™ has it all.

### ***Q Notes***

By Student Advantage

Swamped by information on the Net? Control the flood with Q-Notes: Capture, organize, and use electronic information.

### ***Kids Internet World Explorer***

By Cytware Corporation

KIWE offers quality interactive education and discovery, contained within a secure, customizable Web browser designed for youthful Internet users. An excellent tool, for classroom or home.

### ***Library of the Future***

By AbleSoft

An entire library you can hold in the palm of your hand! Contains over 5,000 books, plays, poems, religious works, historical documents, and scientific works.

**Reference      Order sku#412-2744**

***Chronicle Of the 20th Century***

By DK Multimedia

Our amazing, tumultuous century of change rendered in brilliant "you-are-there" style. Witness wars and peace, the race in space, and the rise of the sky-scraper!

***Library of the Future***

By AbleSoft

An entire library you can hold in the palm of your hand! Contains over 5,000 books, plays, poems, religious works, historical documents, and scientific works.

***2000 Grolier Multimedia Encyclopedia***

By Grolier

The Year 2000 Grolier Multimedia Encyclopedia is so fast and easy-to-use, your kids will enjoy learning. This 1-Disc Edition is loaded with 37,000 articles, 7,000 images, 1,200 maps, 50 research starters, and more!

***Q Notes***

By Student Advantage

Swamped by information on the Net? Control the flood with Q-Notes: Capture, organize, and use electronic information.

**Utilities      Order sku#412-2743**

***Fortres 101***

By Fortres Grand Corporation

Fortres 101 is an innovative security agent which resides invisibly between the user and the computer. It looks at everything the user attempts and decides if the operation is prudent, from the systems' and administrators' perspectives.

***VirusScan***

By McAfee

McAfee VirusScan blocks all threats to your computer! Stay safe from viruses and hostile ActiveX and Java attacks! Trust your computer to the world leader, McAfee VirusScan.

***Kids Internet World Explorer***

By Cytware Corporation

KIWE offers quality interactive education and discovery, contained within a secure, customizable Web browser designed for youthful Internet users. An excellent tool, for classroom or home.

***Zip up the Web***

By Insight

Zip up a web page or entire domain with a click! Archive or e-mail zipped pages instantly. Zip up the Web PRO automatically creates a self-extracting executable (.exe) file. A fast, user-friendly internet utility.

The Contractor's price list shall include only these product lines plus all other items from the Contractor's referenced price list that can be installed in or attached to computers at the time of purchase, with the exception of printers and scanners. Contractor's storage solutions that are attached to servers are included in this Agreement if, and only if, they are purchased with a server at the time the server is purchased.

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by the Virginia Information Technologies Agency for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

### **ORDERS:**

Authorized ordering officials of Commonwealth Agencies, Institutions, and other public bodies may order Products from this Contract by one of the following methods:

- A. Issuing Agency Purchase Order, Form DGS-41-001
- B. Charge Card: An ordering and payment process under contract with American Express (AMEX). Each order must not exceed \$5,000 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days.
- C. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Products available under this Agreement. Under no circumstances shall any Agency, Institution, or other public body of the Commonwealth have the authority to modify this Agreement.

### **MANUALS:**

Contractor shall supply an operations manual for each Equipment, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

### **ACCEPTANCE TESTING**

The Commonwealth shall "Acceptance Test" the equipment within thirty (30) days of delivery. The "Acceptance Test" shall consist of forty-eight (48) consecutive business hours in conformance with the Contractor's technical specifications and functional descriptions as delineated in Paragraph 42 herein. All "Acceptance Test" failures shall be reported to Contractor for return. Any failures not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

To qualify for acceptance, all Equipment must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, calculated over a period of forty-eight (48) consecutive business hours. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Equipment does not meet the standard of performance during the initial forty-eight (48) consecutive business hours, then, at the Commonwealth's sole discretion, the acceptance period shall continue on a day-to-day basis until all Equipment concurrently meet the standard of performance for forty-eight (48) consecutive business hours.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days from the date of receipt of Equipment.

The Equipment shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after thirty (30) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.



**WARRANTY:** The Warranty prices listed in this Agreement include all Software and Firmware maintenance costs and Equipment costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute Equipment as necessary. If it is necessary to remove any Equipment from a Commonwealth location where On-site warranty is specified, the Contractor shall provide substitute Equipment at the time of removal. Substitute Equipment shall be comparable to the Equipment removed. In instances where it is necessary for the Contractor to return the Equipment to the factory, the Contractor shall be responsible for all costs of the Equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition.

Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. Parts that have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth.

- All *Premium* desktops, workstations, and servers delivered under this Agreement shall include a three (3) year On-site Warranty that commences after Equipment Acceptance.
- All *Premium* laptop computers shall include a three (3) year Exchange Warranty that commences after Equipment Acceptance.
- All *Value* desktops shall include a one (1) year On-site Warranty, that commences after Equipment Acceptance, followed by a two (2) year parts and labor Warranty, which may be upgraded to a two (2) year On-site Warranty, if available from the Contractor.
- All *Value* notebook computers shall include a one (1) year depot Warranty that commences after Equipment Acceptance, which may be upgraded to a one (1) year Exchange Warranty, if available from the Contractor. For value notebooks, the Commonwealth at its sole discretion may purchase any additional warranties that may be offered by the Contractor at any time during the term of the Contract or any extensions thereof.

For depot warranty and exchange warranties, the Contractor shall repair or replace Equipment within seventy-two (72) hours of receipt of the malfunctioning Equipment. The Contractor shall bear all costs associated with returning the Equipment to the Contractor's repair facility and return of the repaired or replaced Equipment to the Commonwealth's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss.

**ALL SOFTWARE AND FIRMWARE SHALL BE CONSIDERED AN INTEGRAL COMPONENT OF THE EQUIPMENT AND THE CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY SERVICE FOR ANY FAILURE.**

**DURING ANY TERM OF WARRANTY, COMMONWEALTH PERSONNEL SHALL NOT PERFORM OR ATTEMPT REPAIRS TO THE EQUIPMENT EXCEPT AS AUTHORIZED IN WRITING BY THE CONTRACTOR.**

For On-site Warranty response, the Principal Period of Maintenance (PPM), for desktops, workstations, and notebooks shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays, and for servers shall be twenty-four (24) hours per day, 365 days per year, including weekends and holidays.

During the PPM, the Contractor shall respond by telephone within two (2) hours after notification from the Commonwealth of a problem for desktops, workstations, and notebooks. For servers, the Contractor shall respond On-site within four (4) hours after notification from the Commonwealth of a problem. All repairs shall be completed by the Contractor by the end of the next working day after notification by the Commonwealth of a malfunction.

If the Equipment provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in this Agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, then the Contractor shall, upon the Commonwealth's request, replace the Equipment at no cost to the Commonwealth. The replacement Equipment shall be delivered no later than fifteen (15) working days after the Commonwealth's request is received by the Contractor.

The Contractor shall provide the Commonwealth with a single designated point of contact and toll-free telephone number for warranty Services.

## **UNIVERSAL SERVICE FUND PARTICIPATION BY CONTRACTOR**

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.